

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:

**MICHAEL L. CALLOWAY, SR.
LILLIE E. CALLOWAY,**

DEBTORS.

**Case No.: BK-09-16011-WV
Chapter 7**

**MOTION FOR RELIEF FROM AUTOMATIC STAY
AND ABANDONMENT OF PROPERTY AND BRIEF IN SUPPORT THEREOF**

COMES NOW, BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P., (hereinafter referred to as Movant) and pursuant to the provisions of Title 11 U.S.C §361, §362 and §554, moves the Court to grant it relief from the automatic stay and for an order of abandonment of the property hereinafter described. In support of its Motion, Movant alleges and states as follows:

1. That the original makers, for a good and valuable consideration, made, executed and delivered to the Payee, a certain written promissory note; a true copy of said note and endorsements thereon, if any, is hereto attached, marked Exhibit "A", and made a part hereof.

2. As a part of the same transaction, and to secure the payment of said note and the indebtedness represented thereby, the said makers, being then the owners of the real estate hereinafter described, made, executed and delivered to the Payee, a real estate mortgage in writing, and therein and thereby mortgaged and conveyed to said mortgagee the following described real estate situated in Oklahoma County, State of Oklahoma, to-wit:

**LOT NINE (9), BLOCK NINE (9), OAK BROOK 2ND ADDITION TO THE CIT
OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE
RECORDED PLAT THEREOF.**

a/k/a 313 Rockpoint Drive, Edmond, OK 73003

with the buildings and improvements and the appurtenances, hereditaments and all other rights thereunto appertaining or belonging, and all fixtures then or thereafter attached or used in

connection with said premises. A true and correct copy of said mortgage is attached hereto, marked Exhibit "B" and made a part hereof.

3. Movant is duly authorized to bring this action.

4. Default has been made upon said note and mortgage. As of April 16, 2010, the loan is due for the November 1, 2009, and subsequent payments with an outstanding principal balance of \$92,492.53 plus accruing interest, attorney fees, costs and expenses, and other allowable charges.

5. The mortgage of Movant constitutes a valid lien against the mortgaged property, prior and superior to any right, title, lien, estate or interest of the Debtor or Estate.

6. Movant will suffer irreparable injury, loss and damage unless the automatic stay is terminated so as to permit Movant to commence with foreclosure action.

7. Notice of the Motion has been afforded to the Trustee, the Debtor and all parties claiming an interest in the subject property.

WHEREFORE, Movant moves the Court for an Order vacating or modifying the automatic stay herein as provided by 11 U.S.C. §362 and directing the Trustee herein to abandon the mortgaged property as authorized by 11 U.S.C. §554 so as to permit Movant and other interested parties to enforce their liens against the subject property.

BAC HOME LOANS SERVICING, L.P.
FKA COUNTRYWIDE HOME LOANS
SERVICING, L.P.,

By: s/ Michael W. McCoy
MICHAEL W. MCCOY - #16690
Baer, Timberlake, Coulson & Cates, P.C.
6846 South Canton, Suite 100
Tulsa, Oklahoma 74136
Telephone: (918) 491-3100
Fax: (918) 497-5927

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and correct copy of the above and foregoing Motion with postage thereon fully prepaid to all parties claiming an interest in the subject property as listed below on April 16, 2010.

Michael L. Calloway, Sr.
Lillie E. Calloway
PO Box 2031
Edmond, OK 73083

Lyle Nelson
211 North Robinson
Suite 1300
Oklahoma City, OK 73102

Jerry D. Brown
5500 N. Western, Suite 150
Oklahoma City, OK 73118

By: s/ Michael W. McCoy
MICHAEL W. MCCOY - #16690
Baer, Timberlake, Coulson & Cates, P.C.
6846 South Canton, Suite 100
Tulsa, Oklahoma 74136
Telephone: (918) 491-3100
Fax: (918) 497-5927
Attorney for Movant